

AMENDED IN ASSEMBLY APRIL 16, 2012

AMENDED IN ASSEMBLY MARCH 29, 2012

CALIFORNIA LEGISLATURE—2011–12 REGULAR SESSION

## ASSEMBLY BILL

**No. 2580**

---

**Introduced by Assembly Member Furutani**

February 24, 2012

---

An act to amend Sections 20919, 20919.1, 20919.3, 20919.4, 20919.5, 20919.6, 20919.9, 20919.12, and 20919.15 of the Public Contract Code, relating to public contracts, and making an appropriation therefor.

### LEGISLATIVE COUNSEL'S DIGEST

AB 2580, as amended, Furutani. Public contracts: job order contracting.

Existing law authorizes job order contracting, as provided, by the Los Angeles Unified School District, until December 1, 2012. *Existing law requires the job order contracts to be competitively bid and awarded to the responsible qualified bidder with the lowest responsive bid.* Existing law requires that the unified school district create a report of any job order contract procured and submit an interim report to certain committees in the Legislature and the Office of Public School Construction, as specified. Existing law requires the unified school district to provide specified notice of work for subcontractors, whose bids will be taken by the primary job order contractor. Existing law requires for contracts awarded pursuant to these provisions that the Los Angeles Unified School District pay a fee into the State Public Works Enforcement Fund, which funds are continuously appropriated for the Department of Industrial Relations' enforcement of prevailing wage requirements on public works projects.

This bill would extend the operation of these provisions until December 31, 2020, and would alter the dates for reporting requirements, as specified. *This bill would require the job order contracts to be awarded to the most qualified bidder, as provided, so long as that bidder is in compliance with the unified school district's project stabilization agreement.* This bill would require the primary job order contractor to provide the specified notice and take bids for work available for subcontractors. This bill would further require a primary job order contractor to provide *notice and* justification in order to make a substitution to the subcontractor list and would authorize the district to request a hearing to evaluate the request. Because any additionally authorized projects would require payment of fees into the State Public Works Enforcement Fund, this bill would make an appropriation.

Vote: majority. Appropriation: yes. Fiscal committee: yes.  
State-mandated local program: no.

*The people of the State of California do enact as follows:*

- 1     *SECTION 1. Section 20919 of the Public Contract Code is*  
2     *amended to read:*  
3     20919. The Legislature finds and declares all of the following:  
4     (a) It is the intent of the Legislature, in enacting this article, to  
5     demonstrate an alternative and optional procedure for bidding of  
6     public works projects that is applicable only to the Los Angeles  
7     Unified School District.  
8     (b) The Los Angeles Unified School District should be able to  
9     utilize cost-effective options for the delivery of public works  
10    projects, in accordance with the national trend, which include  
11    authorizations in California, to allow public entities to utilize job  
12    order contracts as a project delivery method.  
13    (c) The benefits of a job order contract project delivery system  
14    include accelerated completion of the projects, cost savings, and  
15    reduction of construction contracting complexity for the unified  
16    school district.  
17    (d) The job order contracting approach should be used for the  
18    purposes of reducing project cost and expediting project  
19    completion.  
20    (e) The Legislature is uncertain of the benefits and advantages  
21    of job order contracting for California school districts and therefore  
22    looks forward to the reports required by Section 20919.12 in order

1 to fully and competently assess any further exemptions to the  
2 school contracting process.

3 (f) The availability of job order contracting as a project delivery  
4 method will not preclude the use of traditional methods of project  
5 delivery if a traditional method results in higher cost savings.

6 (g) It is the intent of the Legislature that job order contracts be  
7 competitively bid and awarded to the ~~responsible-qualified~~ bidder  
8 providing the ~~lowest~~ *most qualified* responsive bid. It is further  
9 the intent of the Legislature that nothing in the job order contract  
10 process or its implementation be used to disenfranchise any bidder  
11 or class of bidders that otherwise would meet the requirements of  
12 this article.

13 *SEC. 2. Section 20919.1 of the Public Contract Code is*  
14 *amended to read:*

15 20919.1. As used in this chapter:

16 (a) "Adjustment factor" means the job order contractor's  
17 competitively bid adjustment to the unified school district's prices  
18 as published in the catalog of construction tasks.

19 (b) "Catalog of construction tasks" means a book containing  
20 specific construction tasks and the unit prices to install or demolish  
21 that construction. The listed tasks shall be based on generally  
22 accepted industry standards and information, where available, for  
23 various items of work to be performed by the job order contractor.  
24 The prices shall include the cost of materials, labor, and equipment  
25 for performing the items of work. The prices shall not include  
26 overhead and profit. All unit prices shall be developed using local  
27 prevailing wages.

28 (c) "Indefinite quantity" means one or more of the construction  
29 tasks listed in the catalog of construction tasks.

30 (d) "Job order" means a firm, fixed priced, lump-sum order  
31 issued by the unified school district to a job order contractor for a  
32 definite project scope of work as compiled from the catalog of  
33 construction tasks to be performed pursuant to a job order contract.  
34 No single job order may exceed one million dollars (\$1,000,000)  
35 in value.

36 (e) "Job order contract" means a ~~competitively-bid~~ contract,  
37 *awarded to the most qualified bidder as described in paragraph*  
38 *(1) of subdivision (b) of Section 20919.4*, between the unified  
39 school district and a licensed, bonded, and general liability insured  
40 contractor in which the contractor agrees to a fixed period, fixed

1 unit price, and indefinite quantity contract that provides for the  
2 use of job orders for public works or maintenance projects.

3 (f) “Job order contract technical specifications” means a book,  
4 published by the unified school district, detailing the technical  
5 specifications with regard to quality of materials and workmanship  
6 to be used by the job order contractor in accomplishing the tasks  
7 listed in the catalog of construction tasks.

8 (g) “Job order contractor” means a licensed, bonded, and general  
9 liability insured contractor awarded a job order contract.

10 (h) “Offer to perform work” means the job order contractor’s  
11 proposal for a specific job order.

12 (i) “Plans and specifications” means the catalog of construction  
13 tasks and the job order contract technical specifications. The scope  
14 of work to be performed with a job order contract is potentially,  
15 but not necessarily, all the tasks published in the catalog of  
16 construction tasks.

17 (j) “Project” means the specific requirements and work to be  
18 accomplished by the job order contractor in connection with an  
19 individual job order.

20 (k) “Project scope of work” means the document and related  
21 drawings, specifications, and writings referenced therein which  
22 together set forth the specific requirements and work to be  
23 accomplished by the job order contractor in connection with an  
24 individual job order.

25 (l) “Proposal” means the job order contractor prepared document  
26 quoting those construction tasks listed in the catalog of construction  
27 tasks that the job order contractor requires to complete the project  
28 scope of work, together with the appropriate quantities of each  
29 task. The pricing of each task shall be accomplished by multiplying  
30 the construction task unit price by the proposed quantity and the  
31 contractor’s competitively bid adjustment factor. The proposal  
32 shall also contain a schedule for the completion of a specific project  
33 scope of work as requested by the unified school district. The  
34 proposal may also contain approved drawings, work schedule,  
35 permits, or other documentation as the unified school district may  
36 require for a specific job order.

37 (m) “Public works project” has the same meaning as “public  
38 project,” as defined in Section 22002.

39 (n) “Subcontractor” means any person, firm, or corporation,  
40 other than the employees of the job order contractor, who is bonded

1 and general liability insured and who contracts to furnish labor,  
2 or labor and materials, at the worksite or in connection with a job  
3 order, whether directly or indirectly on behalf of the job order  
4 contractor.

5 (o) “Unified school district” means the Los Angeles Unified  
6 School District.

7 ~~SECTION 1.~~

8 *SEC. 3.* Section 20919.3 of the Public Contract Code is  
9 amended to read:

10 20919.3. (a) (1) For contracts for public works projects  
11 awarded prior to the effective date of the regulations adopted by  
12 the Department of Industrial Relations pursuant to subdivision (g)  
13 of Section 1771.5 of the Labor Code, the unified school district  
14 shall establish and enforce for job order contracts a labor  
15 compliance program containing the requirements outlined in  
16 Section 1771.5 of the Labor Code, or it shall contract with a third  
17 party to operate a labor compliance program containing the  
18 requirements outlined in that provision. This requirement does not  
19 apply to any project where the unified school district or the job  
20 order contractor has entered into a collective bargaining agreement  
21 or agreements that bind all of the contractors performing work on  
22 the projects.

23 (2) For contracts for public works projects awarded on or after  
24 the effective date of the regulations adopted by the Department of  
25 Industrial Relations pursuant to subdivision (g) of Section 1771.5  
26 of the Labor Code, the unified school district shall reimburse the  
27 department for its reasonable and directly related costs of  
28 performing prevailing wage monitoring and enforcement on public  
29 works projects pursuant to rates established by the department as  
30 set forth in subdivision (h) of Section 1771.5 of the Labor Code.  
31 All moneys collected pursuant to this subdivision shall be deposited  
32 in the State Public Works Enforcement Fund created by Section  
33 1771.3 of the Labor Code, and shall be used only for enforcement  
34 of prevailing wage requirements on those projects.

35 (3) In lieu of reimbursing the Department of Industrial Relations  
36 for its reasonable and directly related costs of performing  
37 monitoring and enforcement on public works projects, the unified  
38 school district may elect to continue operating an existing  
39 previously approved labor compliance program to monitor and  
40 enforce prevailing wage requirements on the project if it has either

1 not contracted with a third party to conduct its labor compliance  
2 program and requests and receives approval from the department  
3 to continue its existing program or it enters into a collective  
4 bargaining agreement that binds all of the contractors performing  
5 work on the project and that includes a mechanism for resolving  
6 disputes about the payment of wages.

7 (b) The unified school district shall prepare an execution plan  
8 for all modernization projects that may be eligible for job order  
9 contracting pursuant to this article. The unified school district shall  
10 select from that plan a sufficient number of projects to be initiated  
11 as job order contracts during each calendar year and shall determine  
12 for each selected project that job order contracting will reduce the  
13 total cost of that project. Job order contracting shall not be used if  
14 the unified school district finds that it will increase the total cost  
15 of the project.

16 (c) No later than June 30, 2017, the unified school district shall  
17 submit an interim report on all job order contract projects  
18 completed by December 31, 2016, to the Office of Public School  
19 Construction in the Department of General Services and the Senate  
20 Committee on Business, Professions and Economic Development  
21 and the Assembly Committee on Business, Professions and  
22 Consumer Protection and the Senate and Assembly Committees  
23 on Education. The interim report shall be prepared by an  
24 independent third party and the unified school district shall pay  
25 for the cost of the report. The report shall include the information  
26 specified in subdivisions (a) through (h) of Section 20919.12.

27 ~~SEC. 2.~~

28 *SEC. 4.* Section 20919.4 of the Public Contract Code is  
29 amended to read:

30 20919.4. Bidding for job order contracts shall progress as  
31 follows:

32 (a) (1) The unified school district shall prepare a set of  
33 documents for each job order contract. The documents shall include  
34 a catalog of construction tasks and preestablished unit prices, job  
35 order contract technical specifications, and any other information  
36 deemed necessary to describe adequately the unified school  
37 district's needs.

38 (2) Any architect, engineer, or consultant retained by the unified  
39 school district to assist in the development of the job order contract

1 documents shall not be eligible to participate in the preparation of  
2 a bid with any job order contractor.

3 (b) Based on the documents prepared under subdivision (a), the  
4 unified school district shall prepare a request for bid that invites  
5 prequalified job order contractors to submit competitive sealed  
6 bids in the manner prescribed by the unified school district.

7 (1) (A) The prequalified job order contractors shall, as  
8 determined by the unified school district, bid one or more  
9 adjustment factors to the unit prices listed in the catalog of  
10 construction tasks based on the job order contract technical  
11 specifications. Awards shall be made to the ~~lowest responsible~~  
12 prequalified bidder *that the unified school district determines to*  
13 *be the most qualified based upon preestablished criteria made by*  
14 *the unified school district. The prequalified bidder must be in*  
15 *compliance with the unified school district's project stabilization*  
16 *agreement.*

17 (B) *Compliance shall constitute no more than three major*  
18 *violations on any unified school district projects within the last*  
19 *three years. If a contractor has more than three violations within*  
20 *a three year period of time, the unified school district shall seek*  
21 *administrative review of the violations. Violations will include,*  
22 *but are not limited to, the following:*

23 (i) *Failure to register core workers with the appropriate building*  
24 *trade union.*

25 (ii) *Failure to assign apprentices in accordance with Section*  
26 *1777.5 of the Labor Code.*

27 (iii) *Failure to comply with the requirements of subdivision (c)*  
28 *of Section 20919.5.*

29 (iv) *Incorrect assignment of work in accordance with the unified*  
30 *school district project stabilization agreement.*

31 (2) The unified school district may award multiple job order  
32 contracts. Each job order contract shall be awarded to the ~~lowest~~  
33 ~~responsive and responsible~~ *most qualified* prequalified bidder  
34 *described in paragraph (1).*

35 (3) The request for bids may encourage the participation of local  
36 construction firms and the use of local subcontractors.

37 (c) (1) The unified school district shall establish a procedure  
38 to prequalify job order contractors using a standard questionnaire  
39 ~~substantially similar to the questionnaire used by that includes, at~~  
40 *a minimum, the issues covered by the standardized questionnaire*

1 *and model guidelines for rating bidders developed by the*  
2 *Department of Industrial Relations*~~under~~ *pursuant to subdivision*  
3 *(a) of Section 20101. This questionnaire shall require information*  
4 *including, but not limited to, all of the following:*

5 (A) If the job order contractor is a partnership, limited  
6 partnership, or other association, a listing of all of the partners or  
7 association members known at the time of bid submission who  
8 will participate in the job order contract.

9 (B) Evidence that the members of the job order contractor have  
10 the capacity to complete projects of similar size, scope, or  
11 complexity, and that proposed key personnel have sufficient  
12 experience and training to competently manage the construction  
13 of the project, as well as a financial statement that assures the  
14 unified school district that the job order contractor has the capacity  
15 to complete the project.

16 (C) The licenses, registration, and credentials required to  
17 perform construction, including, but not limited to, information  
18 on the revocation or suspension of any license, credential, or  
19 registration.

20 (D) Evidence that establishes that the job order contractor has  
21 the capacity to obtain all required payment and performance  
22 bonding and liability insurance.

23 (E) Information concerning workers' compensation experience  
24 history, worker safety programs, and apprenticeship programs.

25 (i) An acceptable safety record as determined by the unified  
26 school district. In its determination, the unified school district shall  
27 consider, but is not required to find, a contractor's safety record  
28 as acceptable if its experience modification rate for the most recent  
29 three-year period is an average of 1.00 or less, and its average total  
30 recordable injury/illness rate and average lost work rate for the  
31 most recent three-year period do not exceed the applicable  
32 statistical standards for its business category or if the contractor  
33 is a party to an alternative dispute resolution system as provided  
34 for in Section 3201.5 of the Labor Code.

35 (ii) Skilled labor force availability as determined by the  
36 existence of an agreement with a registered apprenticeship program,  
37 approved by the California Apprenticeship Council, that has  
38 graduated apprentices in each of the preceding five years. This  
39 graduation training for any craft that was first deemed by the  
40 Department of Labor and the Department of Industrial Relations



1 to be an apprenticeable craft within the five years prior to the  
2 effective date of this article.

3 (F) A full disclosure regarding all of the following that are  
4 applicable:

5 (i) Any serious or willful violation of Part 1 (commencing with  
6 Section 6300) of Division 5 of the Labor Code or the federal  
7 Occupational Safety and Health Act of 1970 (Public Law 91-596),  
8 settled against any member of the job order contractor.

9 (ii) Any debarment, disqualification, or removal from a federal,  
10 state, or local government public works project.

11 (iii) Any instance where the job order contractor, or its owners,  
12 officers, or managing employees submitted a bid on a public works  
13 project and were found to be nonresponsive, or were found by an  
14 awarding body not to be a responsible bidder.

15 (iv) Any instance where the job order contractor, or its owners,  
16 officers, or managing employees defaulted on a construction  
17 contract.

18 (v) Any violations of the Contractors' State License Law  
19 (Chapter 9 (commencing with Section 7000) of Division 3 of the  
20 Business and Professions Code), excluding alleged violations of  
21 federal or state law regarding the payment of wages, benefits,  
22 apprenticeship requirements, or personal income tax withholding,  
23 or of Federal Insurance Contribution Act (FICA) withholding  
24 requirements settled against any member of the job order  
25 contractor.

26 (vi) Any bankruptcy or receivership of any member of the job  
27 order contractor, including, but not limited to, information  
28 concerning any work completed by a surety.

29 (vii) Any settled adverse claims, disputes, or lawsuits between  
30 the owner of a public works project and any member of the job  
31 order contractor during the five years preceding submission of a  
32 bid under this article, in which the claim, settlement, or judgment  
33 exceeds fifty thousand dollars (\$50,000). Information shall also  
34 be provided concerning any work completed by a surety during  
35 this period.

36 (G) In the case of a partnership or any association that is not a  
37 legal entity, a copy of the agreement creating the partnership or  
38 association and specifying that all partners or association members  
39 agree to be fully liable for the performance under the job order  
40 contract.

(2) The information required under this subdivision shall be verified under oath by the entity and its members in the manner in which civil pleadings in civil actions are verified. Information that is not a public record under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) shall not be open to public inspection.

*SEC. 5. Section 20919.5 of the Public Contract Code is amended to read:*

20919.5. (a) The maximum total dollar amount that may be awarded under a single job order contract shall not exceed five million dollars (\$5,000,000) in the first term of the job order contract and, if extended or renewed, ten million dollars (\$10,000,000) over the maximum two terms of the job order contract adjusted annually to reflect the percentage change in the California Consumer Price Index.

(b) Job order contracts may be executed for an initial contract term of no more than 12 months, with the option of extending or renewing the job order contract for two 12-month periods. The term of the job order contract shall be for the contract term or whenever the maximum value of the contract is achieved, whichever is less. All extensions or renewals shall be priced as provided in the request for bids. The extension or renewal shall be mutually agreed to by the unified school district and the job order contractor.

(c) The unified school district may issue job orders to the job order contractor that has been awarded the job order contract. *The job order issued to the job order contractor shall not commence for seven days from the time the job order was issued and the job order contractor shall provide a minimum of seven days notice for the addition of any subcontractor or substitution of any subcontractor as described in subdivision (e) of Section 20919.6.* The job order shall be based on a project scope of work prepared by the unified school district as well as a proposal from the job order contractor who is awarded the job order contract. No single job order may exceed one million dollars (\$1,000,000).

(d) It is unlawful to split or separate into smaller job orders any project for the purpose of evading the cost limitation provisions of this chapter.

1 (e) All work performed under the job order contract shall be  
2 covered by a project stabilization agreement.

3 (f) *Any change or alteration to a job order shall be in*  
4 *compliance with Section 20118.4.*

5 ~~SEC. 3.~~

6 SEC. 6. Section 20919.6 of the Public Contract Code is  
7 amended to read:

8 20919.6. (a) All work bid under the job order shall comply  
9 with Chapter 4 (commencing with Section 4100) of Part 1 of  
10 Division 2 and is subject to all of the penalties and provisions set  
11 forth in that chapter.

12 (b) For purposes of Article 60.3, if the primary job order  
13 contractor chooses to use subcontractors, the primary job order  
14 contractor is required to verify that the subcontractors possess the  
15 appropriate licenses and credentials required to perform  
16 construction.

17 (c) Notwithstanding subdivision (a), the primary job order  
18 contractor may use subcontractors that are not listed at the time  
19 the job order is issued if the work to be performed under that job  
20 order is less than ten thousand dollars (\$10,000).

21 (d) If the primary job order contractor chooses to use a  
22 subcontractor that is not listed at the time of bid to perform work  
23 on a job order, both of the following apply:

24 (1) The primary job order contractor shall provide public notice  
25 of the availability of work to be subcontracted by trade. The public  
26 notice shall include the scope of work; the project location; the  
27 name, address, and the telephone number of the primary job order  
28 contractor; and the closing date, time, and location for sealed bids  
29 to be submitted.

30 (2) The primary job order contractor shall take sealed bids from  
31 the subcontractors solicited for the proposal. These bids shall be  
32 publicly opened at a prescribed time and place by the primary job  
33 order contractor. After the bids are opened, the job order contractor  
34 shall notify the unified school district which subcontractor was  
35 selected.

36 (3) *The notification shall include every subcontractor for all*  
37 *tiers and must establish the authorized subcontractor list for the*  
38 *job order. Work shall not commence prior to seven days notice of*  
39 *the established subcontractor list and the subsequent addition of*  
40 *any subcontractor to the job order.*

1     (4) *The notification shall identify the scope of the work to be*  
2 *performed by each subcontractor to the job order, broken down*  
3 *by craft. If a subcontractor performs multiple crafts, the job order*  
4 *contractor shall identify the work of each craft to be performed.*

5     (e) If the primary job order contractor chooses to make a  
6 substitution to the subcontractor list, the primary job order  
7 contractor shall provide *a minimum of seven days' notice to the*  
8 unified school district *along with justification as to the need for*  
9 *the substitution. The unified school district may request a hearing*  
10 *to evaluate the substitution request, which shall be in accordance*  
11 *with Chapter 4 (commencing with Section 4100) of Part 1.*

12     (f) If the unified school district determines that there has been  
13 *a violation of Chapter 4 (commencing with Section 4100) of Part*  
14 *1, including bid shopping by the primary job order contractor, the*  
15 unified school district may terminate the job order *or the contractor*  
16 *may lose authorization to proceed with awarded work subject to*  
17 *the unified school district's administrative due process review,*  
18 *established pursuant to the project stabilization agreement. If the*  
19 unified school district determines that a job order contractor has  
20 violated any provision set forth in Chapter 4 (commencing with  
21 Section 4100) of Part 1 ~~of Division 2~~, the unified school district  
22 may declare the contractor ineligible for future job orders *and may*  
23 *result in a loss of prequalification status* for a period of time to be  
24 determined by the unified school district.

25     SEC. 7. *Section 20919.9 of the Public Contract Code is*  
26 *amended to read:*

27     20919.9. For purposes of employment of apprentices on job  
28 order contracts, when the individual job order involves more than  
29 thirty thousand dollars (\$30,000) or 20 working days, all general  
30 contractors or subcontractors shall *at all times be in compliance*  
31 *with Section 1777.5 of the Labor Code and shall comply with the*  
32 *following:*

33     (a) Prior to commencing work on an individual job order, every  
34 contractor shall submit job order award information to an  
35 applicable apprenticeship program that can supply apprentices to  
36 the site of the job order. The information submitted shall include  
37 an estimate of the journeyman hours to be performed under the  
38 contract, the number of apprenticeships proposed to be employed,  
39 and the approximate dates the apprentices would be employed. A

1 copy of this information shall also be submitted to the awarding  
2 agency if requested by the awarding agency.

3 (b) The ratio of work performed by apprentices to journeymen  
4 employed in a particular craft or trade on the job order may be no  
5 higher than the ratio stipulated in the apprenticeship standard under  
6 which the apprenticeship program operates where the job order  
7 contractor agrees to be bound by those standards but, except as  
8 otherwise provided in Section 1777.5 of the Labor Code, in no  
9 case shall the ratio be less than one hour of apprenticeship work  
10 for every five hours of journeyman work.

11 (c) Every apprentice employed under the job order contract shall  
12 be paid the prevailing rate of per diem wages for apprentices in  
13 the trade to which he or she is registered and shall be employed  
14 only at the work of the craft or trade to which he or she is  
15 registered.

16 (d) Every apprentice employed under the job order contract  
17 shall be hired from the local joint labor management apprenticeship  
18 committee that has jurisdiction in the geographic area of the  
19 project.

20 ~~SEC. 4.~~

21 *SEC. 8.* Section 20919.12 of the Public Contract Code is  
22 amended to read:

23 20919.12. If the unified school district adopts the job order  
24 contracting process, the unified school district shall submit to the  
25 Office of Public School Construction in the Department of General  
26 Services, the Senate Committee on Business, Professions and  
27 Economic Development and Assembly Committee on Business,  
28 Professions and Consumer Protection, the Senate and Assembly  
29 Committees on Education, and the Joint Legislative Budget  
30 Committee before December 31, 2019, a report containing a  
31 description of each job order contract procured, and the work under  
32 each contract completed on or before June 30, 2019. The report  
33 shall be prepared by an independent third party and the unified  
34 school district shall pay for the cost of the report. The report shall  
35 include, but not be limited to, all of the following information:

36 (a) A listing of all projects completed under each job order  
37 contract.

38 (b) The job order contractor that was awarded each contract.

39 (c) The estimated and actual project costs.

40 (d) The estimated procurement time savings.

1 (e) A description of any written protests concerning any aspect  
2 of the solicitation, bid, proposal, or award of the job order contract,  
3 including, but not limited to, the resolution of the protests.

4 (f) An assessment of the prequalification process and criteria.

5 (g) A description of the labor force compliance program required  
6 under Section 20919.4, and an assessment of the impact on a  
7 project where compliance with that program is required.

8 (h) Recommendations regarding the most appropriate uses for  
9 the job order contract process.

10 ~~SEC. 5.~~

11 *SEC. 9.* Section 20919.15 of the Public Contract Code is  
12 amended to read:

13 20919.15. This article shall remain in effect only until  
14 December 31, 2020, and as of that date is repealed, unless a later  
15 enacted statute, that is enacted before December 31, 2020, deletes  
16 or extends that date.